

**REQUEST FOR PROPOSALS  
(RFP)**

RFP # 12-02-RB

Issue Date: October 27, 2011

Title: Operation & Maintenance of the Kim Stan Landfill  
Superfund Site

Commodity Code: 92629

Issuing Agency: Commonwealth of Virginia  
Department of Environmental Quality  
Attn: Renee Bishop, Contract Officer  
P. O. Box 1105  
Richmond, VA 23218

Using Agency And/Or Location  
Where Work Will Be Performed: Department of Environmental Quality/  
Kim Stan Landfill Superfund Site  
1901 Selma-Low Moor Road  
Clifton Forge, VA 24422

Initial Period Of Contract: From Date of Award Through March 1, 2013 (Renewable).

Sealed Proposals Will Be Received Until 2:00 p.m. on December 15, 2011, For Furnishing The Services Described Herein.

All Inquiries For Information Should Be Directed To: Renee Bishop, Contract Officer, Phone: (804) 698-4061 or E-mail: [Renee.Bishop@deq.virginia.gov](mailto:Renee.Bishop@deq.virginia.gov).

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE DELIVERED BY COURIER OR HAND DELIVERED, DELIVER TO: 1<sup>st</sup> Floor Receptionist Desk, Department of Environmental Quality, Attn: Renee Bishop, Contract Officer, 629 East Main Street, Richmond, VA, 23219.

In Compliance With This Request For Proposals And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

Name And Address Of Firm:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Zip Code: \_\_\_\_\_

eVA Vendor ID or DUNS Number: \_\_\_\_\_

Fax Number: (\_\_\_\_) \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

(Signature In Ink)

Name: \_\_\_\_\_

(Please Print)

Title: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_

**PREPROPOSAL CONFERENCE:** A mandatory preproposal conference will be held at 10:30 a.m. on November 17, 2011 at Alleghany County Governmental Complex, Board Room, 9212 Winterberry Ave., Covington, VA 24426. (Reference: Section VII herein). NO ONE WILL BE ADMITTED AFTER 10:40 A.M. Immediately following the administrative portion of the conference, there will be a mandatory walk-through of the Kim Stan Landfill site. If special ADA accommodations are needed, please contact Renee Bishop at 804-698-4061 by November 10, 2011.

**Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.**

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- I. **PURPOSE:** The purpose of this Request for Proposals (RFP) is to solicit sealed proposals, to establish a contract through competitive negotiation, for the purchase of contractor services, by the Department of Environmental Quality (DEQ), for the Kim Stan Landfill Superfund Site (KSL) operation and maintenance (O&M), site monitoring and administrative activities. The contract will be awarded to a single contractor for an initial 12-month period, to be preceded by at a minimum of a one month transition period. The transition period is intended to allow the contractor to become familiar with the O&M activities of the Kim Stan site prior to the DEQ take-over from the United States Environmental Protection Agency (EPA). The contract will include the option of four 1-year renewal periods.
- II. **BACKGROUND:** The Department of Environmental Quality is required to take over operation and maintenance activities from the United States Environmental Protection Agency for the Kim Stan Landfill site on March 1, 2012, or as soon as possible thereafter. The Kim Stan Landfill operated between 1972 and 1990, after which the site was shut down by a court order because of poor operations and leachate discharges. The landfill owners subsequently declared bankruptcy and abandoned the site, and ownership of the site currently remains under the custody of the court. The Virginia Department of Environmental Quality conducted some initial stabilization activities and environmental investigations at the site in the early 1990s; however, the landfill site has been the subject of investigation and cleanup primarily by the EPA since it was listed on the National Priority List in 1999. In February 2000 EPA initiated a Remedial Investigation and Feasibility Study which was completed in March 2002. The study concluded that conditions of the site posed a potential threat to human health and the environment, mainly related to leachate discharges to the groundwater and surface water.

EPA subsequently signed a Record of Decision (ROD) for the site in September 2002 that identified the following measures that would be implemented to address site conditions.

- Construction of multi-layer landfill cap
- Leachate control by construction of a new leachate collection trench barrier wall
- Collection, conveyance via pipeline, and treatment of leachate by discharge to the Low Moor Waste Water Treatment Plant
- Institutional controls, and
- Groundwater Monitoring

The remedial action was implemented using three separate phases: Low Moor Waste Water Treatment Plant upgrade, Leachate Pipeline Element, and the Landfill Element.

- The Low Moor Treatment Plant upgrade was completed in October 2006. Alleghany County Public works owns and operates this facility.
- The Leachate Pipeline and sewer upgrade, consisting of a pipeline from the KSL to the Alleghany County sewer system (Pikes Pond Pump Station) along with some necessary upgrades to the existing sewer system was completed in May 2007.
- Landfill Element, consisting of multilayer landfill cap and leachate collection trench and other engineering controls at the landfill, was substantially completed in July 2009, with final completion in August 2010.

### III. **STATEMENT OF NEEDS:**

DEQ will take over the O&M and administration of the Kim Stan Landfill from the EPA on or about March 1, 2012. Alleghany County will be responsible for the O&M of the leachate collection and conveyance system excluding the wetlands treatment ponds. DEQ seeks to secure a contractor to perform the O&M activities at the Kim Stan Landfill site.

The **major components of O&M activities at the Kim Stan Landfill site** to be performed by the Contractor include the following:

- Routine Inspection and Maintenance of the landfill,
- Groundwater monitoring,
- Performance monitoring.

DEQ will have the responsibility for Operation and Maintenance (O&M) for the leachate collection and conveyance system upstream of the Pikes Pond Pump Station after March 1, 2012. Alleghany County has the responsibility of the Pikes Pond Pump Station and all appurtenances downstream from that location. Alleghany County is providing assistance in implementing O&M responsibilities for the leachate collection and conveyance systems upstream of Pikes Pond Pump Station as well as treatment of the leachate at its Low Moor Treatment Plant.

The O&M requirements for the leachate pump station and downstream appurtenances are addressed in the Operation and Maintenance (O&M) Manual dated September 2011. The O&M Manual may be accessed from the DEQ website: [www.deq.virginia.gov](http://www.deq.virginia.gov). Alleghany County will perform O&M requirements for the pump station as noted on attached Exhibit A. The O&M requirements for the Landfill Cap and Leachate Collection System are addressed in the O&M Manual dated September 2011. Alleghany County's responsibility is limited to Inspection and Maintenance (Leachate Collection/Conveyance System), Section 4.2 and Operation of Leachate Collection, Pretreatment and Conveyance System, Section 5.0 of that Manual. Although there may need to be some limited coordination with Alleghany County with respect to these activities, these activities are not part of this RFP, and are described herein for clarification only.

The O&M activities to be performed at the Kim Stan Landfill site are classed into two categories: routine and non-routine.

- **Routine O&M**

For the purposes of this contract and to provide clarity, routine O&M activities generally consist of the inspection and maintenance of the landfill, groundwater monitoring, performance monitoring, database maintenance and reporting.

- **Non-Routine O&M**

For the purposes of this contract and to provide clarity, non-routine O&M activities generally consist of activities deemed necessary that involve significant labor, specialized equipment, and/or other costs that are not included in the O&M Manual. Examples of non-routine O&M activities would include such items as landfill cap repair or repairs to the leachate collection trench.

Upon determination of the necessity of non-routine O&M, the contractor shall provide an estimate (cost of equipment, materials, and labor) for all activities anticipated to cost

greater than \$1,000.00, to the DEQ Contract Administrator for review and approval prior to commencement of the activities. The contractor may elect to perform the O&M itself, or secure an outside contractor.

The contractor shall provide all of the labor, materials, supplies, and resources necessary to perform the O&M work and maintain records of performance, to include the following:

#### **A. Site Transition**

There will be a transition period for at least 1 month (from date of contract award to March 1, 2012), prior to take-over of O&M from the EPA, during which the contractor's personnel will need to become familiar with the O&M of the facility. The contractor shall accompany the EPA contractor on routine maintenance tasks and a quarterly sampling event during this period. The contractor should become familiar with facility equipment and operation, and past non-routine maintenance during this period. The contractor shall be prepared to accompany the State during the facility walk-through conducted by the EPA and aid in generating a final punch list.

The costs for contractor services during the transition period are limited to time and mileage. The time charged shall be at the hourly rates proposed in Section XI, Pricing Schedule. The mileage charged shall be in accordance with the current State travel reimbursement rate of 55.5 cents per mile. Travel rates are subject to change and may be accessed from the following web site.

<http://www.irs.gov/taxpros/article/0,,id=156624,00.html>.

#### **B. Inspection and Maintenance of Landfill**

Inspection and maintenance activities consist of routine preventative tasks, and non-routine unscheduled corrective maintenance to the landfill cap, gas management system, leachate collection trench and leachate pre-treatment systems (engineered wetlands and channel). The routine maintenance activities are outlined in the Kim Stan Landfill Site O&M Manual dated September 2011.

See Attachment D for the Kim Stan Landfill Inspection Report Checklist and Instructions.

Below is a summary of the types of inspections of the landfill that will be conducted quarterly for the first year and then semi-annually for subsequent years:

##### **Landfill Cap and Gas Management System**

- Revegetation Requirements of Bare or Sparse Spots
- Presence of Vector Penetrations (burrowing animals)
- Surface Erosion
- Surface Water Control Features (i.e., toe drains, pipe drain outlets, channels, diversion berms, inlets/outlets, etc.)
- Localized Settlement/Ponding of Water
- Stability of Slopes
- Presence of Debris or Dumped Material
- Integrity of Gas Vent Risers and Site Gas and Groundwater Monitoring Wells

- Integrity of Fence, Gates, and Access Roads

#### **Leachate Collection Trench**

- Leachate Seeps (on-site and off-site)
- Surface Anomalies
- Outlet/Overflow Valves/Pipes

#### **Leachate Pre-Treatment Systems (Engineered Wetlands and Channel)**

- Pretreatment Effectiveness (i.e., observation of leachate appearance at all inlets/outlets)
- Integrity of Perimeter Berms (prevention of stormwater “run-in” or leachate “run-out”)
- Wetland Plants
- Inlets and Outlets (check for damage and clogging by debris)

Inspection reports shall be submitted to the DEQ Contract Administrator thirty (30) days following each inspection and shall include photo documentation of the inspection. A set of photos shall be collected during the initial inspection to establish baseline conditions. Based on the results of the inspections, a variety of maintenance actions may be required to address the inspection deficiencies. These maintenance actions will be considered as non-routine O&M for purposes of this contract. Any abnormal condition/damage/event that threatens the integrity of the landfill shall be reported to the DEQ Contract Administrator as soon as possible, but no later than 24 hours of the discovery.

### **C. Monitoring**

The contractor shall develop and follow a project specific sampling and analysis plan incorporating groundwater monitoring and performance monitoring. The contractor should consult the monitoring procedures described in Section 6.0 of the O&M Manual dated September 2011 for important information regarding the performance monitoring component.

#### **1. Groundwater Monitoring**

The quality control will include typical quality control samples, but data validation will not be required. Appropriate health and safety procedures shall be specified and followed. All of these procedures and any changes to these procedures shall be approved by the DEQ Contract Administrator in advance.

The contractor shall conduct sampling and field activities using procedures specified in the sampling plan that shall generally consist of the following:

GROUNDWATER MONITORING		
Frequency	Features	Parameters/Measurements
Semi-Annually (every 6 months)	MW-03S/D, MW-04S/D, MW05S/D, MW-06S/D, MW-07S/D, LF-15S/D, LF-16S/D	<ul style="list-style-type: none"> <li>• TAL Metals + Cyanide</li> <li>• Ammonia, BOD, COD</li> <li>• Field Parameters (pH, conductivity, DO, Temp., ORP)</li> </ul>
	All Site Wells (29 total) plus	<ul style="list-style-type: none"> <li>• Water Levels</li> </ul>

	PZ-01 and PZ-02	
Annually	MW-03S/D, MW-04S/D, MW05S/D, MW-06S/D, MW-07S/D, LF-15S/D, LF-16S/D	<ul style="list-style-type: none"> <li>• VOCs</li> <li>• SVOCs</li> <li>• TAL Metals + Cyanide</li> <li>• Ammonia, BOD, COD</li> <li>• Field Parameters (pH, conductivity, DO, Temp., ORP)</li> </ul>
	Other site wells: MW-01S/D, MW-02S/D, MW-08S/D, MW-10S/D, LF-10, LF-11S/D, LF-12S/D, LF-13, LF-14	<ul style="list-style-type: none"> <li>• TAL Metals + Cyanide</li> <li>• Field Parameters (pH, conductivity, DO, Temp., ORP)</li> </ul>
	All Site Wells (29 total) plus PZ-01 and PZ-02	<ul style="list-style-type: none"> <li>• Water Levels</li> </ul>

The contractor shall send samples to a qualified laboratory accredited in Virginia that is acceptable to DEQ in accordance with the Virginia Environmental Laboratory Accreditation Program (VELAP). Data shall be incorporated into an electronic database and summarized.

## 2. Performance Monitoring

Performance monitoring will include monitoring landfill gas, leachate depths/elevations and leachate pre-treatment parameters and levels. The contractor will follow the monitoring procedures described in the O&M Manual and Sampling and Analysis Plan which generally consist of the following: The Sampling and Analysis Plan may be accessed from the DEQ website: [www.deq.virginia.gov](http://www.deq.virginia.gov).

PERFORMANCE MONITORING		
Frequency	Features	Parameters/Measurements
Quarterly (every 3 months)	<ul style="list-style-type: none"> <li>• Gas Monitoring Wells, GMWs (7 total)</li> <li>• Ntelos Pull Boxes, NPBs (6 total)</li> <li>• Manholes, MHs (7 total)</li> <li>• Catch Basins (3 total)</li> </ul>	Field Measurements: CH <sub>4</sub> , CO <sub>2</sub> , O <sub>2</sub> , LEL, VOCs, static pressure (GMWs only for static pressure)
	<ul style="list-style-type: none"> <li>• Trench Gas Vents, TGVs (8 total)</li> <li>• Landfill Gas Vents, GVs (43 total)</li> <li>• Engineered Wetland Ponds, WOTs (8 total)</li> <li>• Leachate Collection Trench Pump Station</li> </ul>	Leachate Levels
	Engineered Wetland Ponds, WOT-01 through WOT-07	<ul style="list-style-type: none"> <li>• TAL Metals + Cyanide</li> <li>• Ammonia, BOD, COD</li> <li>• Field Parameters (pH, conductivity, DO, Temp., ORP)</li> </ul>
	Engineered Wetland Pond 4 Effluent (WOT-08)	<ul style="list-style-type: none"> <li>• VOCs</li> </ul>

		<ul style="list-style-type: none"> <li>• SVOCs</li> <li>• TAL Metals + Cyanide</li> <li>• Ammonia, BOD, COD, Alkalinity, TSS</li> <li>• Field Parameters (pH, conductivity, DO, Temp., ORP)</li> </ul>
Annually	Landfill Gas Vents	Field Measurements: CH <sub>4</sub> , CO <sub>2</sub> , O <sub>2</sub> , LEL, VOCs

#### **D. Access**

DEQ, where appropriate, shall allow access to its agent for the purpose of conducting said monitoring. DEQ has the responsibility of securing access from surrounding property owners to conduct said monitoring (e.g., CSX, Bennett Lumber, National Forest).

#### **E. Record Keeping**

The Contractor shall maintain inspection records as stipulated in the O&M Manual. Summary reports will be submitted along with invoices and supporting documentation (receipt) for non-routine activities.

#### **F. Database**

The contractor will assume control of the existing database of site sample data, maintain it, and enter new data into it. The database is currently operated by the EPA contractor.

#### **G. Reports**

The contractor shall produce the following reports:

##### **1. Quarterly Data Summary Report**

This report shall include results of the quarterly inspections and/or monitoring, and note any problems encountered. This report shall also include photo documentation of the inspection.

Distribution: The contractor shall submit one hard copy and one electronic copy to the DEQ Contract Administrator.

##### **2. Semi-Annual Report**

This report shall summarize the results of the Semi-Annual inspections and monitoring, results and describe any deficiencies found and the corrective actions taken.

Distribution: The contractor shall submit one hard copy and one electronic copy to the DEQ Contract Administrator.



### 3. **Annual Report**

This report shall include results from the previous year of monitoring and comparisons to historical data for:

- Groundwater monitoring
- Performance monitoring
- Leachate pretreatment monitoring and performance
- Leachate depth/elevation monitoring
- Graphs of wells by contaminant and groundwater level
- Map of the potentiometric surface for groundwater and leachate
- Cross-section showing changes in groundwater and leachate levels

The annual report will include an evaluation of the landfill gas controls, hydraulic control of the leachate and performance of the leachate collection trench. This report will also include an evaluation of possible cost saving alternatives or other efficiencies that may be implemented in the future.

Distribution: The contractor shall submit one hard copy and one electronic copy to the DEQ Contract Administrator, one hard copy to the applicable DEQ regional office, and one hard copy to EPA.

### 4. **Report of Abnormal Condition/Damage/Event**

This report will document any abnormal condition/damage/event that threatens the integrity of the landfill.

Distribution: The contractor shall submit one hard copy and one electronic copy of the report to the DEQ Contract Administrator within ten (10) business days.

## IV. **PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:**

### A. **GENERAL INSTRUCTIONS:**

1. **RFP Response:** In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original and three (3) copies of each proposal must be submitted to the issuing agency. The original must be clearly identified. No other distribution of the proposal shall be made by the offeror.
2. **Proposal Preparation:**
  - a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary

information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the agency. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.
- B. SPECIFIC PROPOSAL INSTRUCTIONS: Proposals should be as thorough and detailed as possible so that DEQ may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:
1. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
  2. Offeror Data Sheet, included as an attachment to the RFP, and other specific items or data requested in the RFP. **Complete Attachment A.**
  3. A written narrative statement to include:
    - a. Experience in providing the services described herein.
    - b. Names, qualifications and experience of personnel to be assigned to the project.
    - c. Resumes of staff to be assigned to the project.
    - d. Identify any subcontractors you intend to use in the performance of this contract, to include: names, qualifications and experience, and resumes.
  4. Specific plans for providing the proposed services including:
    - a. Methodology for performing the services requested in the Statement of Needs.
    - b. Plan for achieving compliance with the requirements of the O&M Manual.
  5. Proposed Price: Indicate in the Pricing Schedule, Section XI of the RFP. All lines of the Pricing Schedule must be completed. The offeror shall also provide a listing of line items and costs that were used to arrive at the total price for routine O&M activities.
  6. Small Business Subcontracting Plan: Summarize the planned utilization of DMBE-certified small businesses which include businesses owned by women and minorities, when they have received DMBE small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless the solicitation has been set-aside for small businesses or no subcontracting opportunities exist. **Complete Attachment B.**

7. State Corporation Commission Form: Required of all offerors pursuant to Title 13.1 or Title 50 of the *Code of Virginia*. **Complete Attachment C.**

**V. EVALUATION AND AWARD CRITERIA:**

- A. EVALUATION CRITERIA: Proposals shall be evaluated by DEQ using the following criteria:

	<u>POINT VALUE</u>
1. Specific plans or methodology to be used to perform the services	30
2. Experience of the offeror, and experience and qualifications of personnel assigned to perform the requested services	25
3. Price	25
4. Small Business Subcontracting Plan	20
	—
TOTAL	100

- B. AWARD OF CONTRACT: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

**VI. REPORTING AND DELIVERY INSTRUCTIONS:**

- A. The contractor shall provide the following reports to the DEQ Contract Administrator for approval by the agency.
1. A quarterly Data Summary Report.
  2. A Semi-Annual Report.

3. An Annual Report.
  4. A report of Abnormal Condition/Damage/Event, as needed.
- B. The contractor shall submit a monthly report to the DEQ Contract Officer on compliance with the Small Business Subcontracting Plan, if applicable. The report shall be submitted by the 10<sup>th</sup> of each month.

**VII. MANDATORY PREPROPOSAL CONFERENCE:** A mandatory preproposal conference will be held at 10:30 a.m. on November 17, 2011 at the Alleghany County Governmental Complex, Board Room, 9212 Winterberry Avenue, Covington, VA 24426. Immediately following the administrative portion of the conference, there will be a mandatory walk-through of the Kim Stan Landfill. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Due to the importance of all offerors having a clear understanding of the specifications/scope of work and requirements of this solicitation, attendance at this conference will be a prerequisite for submitting a proposal. Proposals will only be accepted from those offerors who are represented at this preproposal conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster. No one will be admitted after 10:40 a.m.

Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

**VIII. GENERAL TERMS AND CONDITIONS:**

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.eva.virginia.gov](http://www.eva.virginia.gov) under "Vendors Manual" on the "Vendor" tab.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposal, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract

on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**D. ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

**E. IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

**F. DEBARMENT STATUS:** By submitting their proposal, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on

contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

- G. ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs:** Failure to submit a proposal on the official state form provided for that purpose shall be a cause for rejection of the proposal. Modification of or additions to any portion of the Request for Proposals may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the offeror withdraw or modify nonresponsive portions of a proposal which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
- I. CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:**
1. To Prime Contractor:
    - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
    - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
    - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
    - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
1. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  2. To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.



4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
    - a. By mutual agreement between the parties in writing; or

- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
  - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **TAXES:** Omitted.
- R. **USE OF BRAND NAMES:** Omitted.
- S. **TRANSPORTATION AND PACKAGING:** Omitted.
- T. **INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

**NOTE: In addition, various Professional Liability/Errors and Omissions coverages are required when soliciting those services as follows:**

<b><u>Profession/Service</u></b>	<b><u>Limits</u></b>
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	\$1,925,000 per occurrence, \$3,000,000 aggregate (Limits increase each July 1 through fiscal year 2008, as follows: July 1, 2008 - \$2,000,000. This complies with §8.01-581.15 of the <u>Code of Virginia</u> .)
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

- U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.

- V. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- W. **NONDISCRIMINATION OF CONTRACTORS:** A offeror or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected.

Effective July 1, 2011, vendor registration and registration-renewal fees have been discontinued. Registration options are as follows:

- a. eVA Basic Vendor Registration Service: eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.

- b. eVA Premium Vendor Registration Service: eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

Vendor transaction fees are determined by the date the original purchase order is issued and are as follows:

- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- b. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
  - i. DMBE-certified Small Businesses: 1%, capped at \$500 per order.
  - ii. Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
- c. For orders issued July 1, 2011 thru June 30, 2012, the Vendor Transaction Fee is:
  - i. DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
  - ii. Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
- d. For orders issued July 1, 2012 and after, the Vendor Transaction Fee is:
  - i. DMBE-certified Small Businesses: 1%, capped at \$500 per order.
  - ii. Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- Y. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- Z. **SET-ASIDES:** This solicitation is set-aside for DMBE-certified small business participation only when designated “SET-ASIDE FOR SMALL BUSINESSES” in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, offerors shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of proposals.
- AA. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, offerors shall state offer prices in U.S. dollars.
- BB. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability

partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

## **IX. SPECIAL TERMS AND CONDITIONS:**

- A. ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the Department of Environmental Quality will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Department of Environmental Quality has purchased or uses any of its products or services, and the contractor shall not include the Department of Environmental Quality in any client list in advertising and promotional materials.
- B. AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period
- C. CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 180 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 180 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- D. CONTINUITY OF SERVICES:**
  - a. The Contractor recognizes that the services under this contract are vital to the agency and must be continued without interruption and that, upon contract expiration, a successor, either the agency or another contractor, may continue them. The Contractor agrees:
    - 1. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
    - 2. To make all agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
    - 3. That the agency Contract Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

- b. The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
- c. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

**E. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** The solicitation/contract will result in one purchase order with the eVA transaction fee specified below assessed for each order.

- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- b. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
  - i. DMBE-certified Small Businesses: 1%, capped at \$500 per order.
  - ii. Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
- c. For orders issued July 1, 2011 thru June 30, 2012, the Vendor Transaction Fee is:
  - i. DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
  - ii. Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
- d. For orders issued July 1, 2012 and after, the Vendor Transaction Fee is:
  - i. DMBE-certified Small Businesses: 1%, capped at \$500 per order.
  - ii. Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

The eVA Internet electronic procurement solution, website portal [www.eva.virginia.gov](http://www.eva.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or

index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from [www.eVA.virginia.gov](http://www.eVA.virginia.gov). Contractors should email Catalog or Index Page information to [eVA-catalog-manager@dgs.virginia.gov](mailto:eVA-catalog-manager@dgs.virginia.gov).

- F. IDENTIFICATION OF PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____	<u>December 15, 2011</u>	<u>2:00 p.m.</u>
Name of Offeror	Due Date	Time
_____	<u>RFP #12-02-RB</u>	
Street or Box Number	RFP No.	
_____	Operation & Maintenance	
City, State, Zip Code	<u>Kim Stan Landfill</u>	
	RFP Title	

Name of Contract Officer: Renee Bishop

The envelope should be addressed as directed on Page 1 of the solicitation.

If a proposal not contained in the special envelope is mailed, the offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- G. PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

- H. RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for one year with the option of four successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Services category of the CPI-W



section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

**I. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**

- A. It is the goal of the Commonwealth that 40% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.
- B. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a monthly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
- C. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a quarterly basis, information on use of subcontractors that are not DMBE-certified small businesses. When such business has been subcontracted to these firms and upon completion of the

contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

- J. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to *Code of Virginia*, §2.2-4311.2 subsection B, an offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC). Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its proposal a statement describing why the offeror is not required to be so authorized.
- K. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- L. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.

X. **METHOD OF PAYMENT:**

- A. The contractor shall submit invoices to DEQ on a monthly basis.
- B. All invoices shall reference the contract number and fully detail the services performed.
- C. Invoices for **non-routine maintenance activities** shall include the following additional documentation:
- Summary reports of work performed by the contractor and/or subcontractor.
  - Copies of bills paid by the contractor that show the actual costs of equipment, parts, supplies, and/or services (i.e., landfill cap repair or repair to the leachate collection trench) purchased.
- D. All invoices shall be sent to:
- Department of Environmental Quality  
Attn: Accounts Payable  
P.O. Box 1105  
Richmond, Virginia 23218
- E. The contractor will receive payment within thirty days of receipt of an acceptable invoice as approved by the DEQ Contract Administrator.

**XI. PRICING SCHEDULE:** Offeror shall provide pricing as follows:

- A. **Operation and Maintenance of the Kim Stan Landfill Superfund Site**, per the Statement of Needs, for the period of March 1, 2012 to March 1, 2013.

*Note: This price does not include non-routine O&M activities.*

**Total Price - Routine O&M Activities** \$ \_\_\_\_\_

- B. **Hourly Rates** the contractor will use to bill for work performed during the transition period (from date of contract award to March 1, 2012).

These hourly rates will also be used by the contractor to bill for non-routine O&M activities.

<u>Job Classification</u>	<u>Hourly Rate</u>		<u>Hours*</u>		<u>Total</u>
Project Manager	\$ _____	x	1	=	\$ _____
Engineer	\$ _____	x	1	=	\$ _____
Technician/Laborer	\$ _____	x	1	=	\$ _____

**Total Price – Hourly Rates** \$ \_\_\_\_\_

*\*The hours shown above will be used for evaluation purposes only. They do not reflect actual hours anticipated for the transition period or for performance of non-routine activities.*

**GRAND TOTAL PRICE** (= A. + B. Total Prices Above) \$ \_\_\_\_\_

**XII. ATTACHMENTS:**

- A. **Offeror Data Sheet** - Offeror to provide contact information, number of years in business and four (4) references.
- B. **Small Business Subcontracting Plan** - Offeror to document the firm's certification as a small business by the Department of Minority Business Enterprise (DMBE) or plans for utilizing DMBE-certified small businesses as subcontractors in the performance of this contract.
- C. **State Corporation Commission Form** – Offeror to provide information on registration with the State Corporation Commission.
- D. **Kim Stan Landfill Inspection Report Checklist and Instructions**
- E. **Exhibit A**

**ATTACHMENT A**  
**OFFEROR DATA SHEET**

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in your proposal being scored lower.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:

\_\_\_\_\_ Years \_\_\_\_\_ Months

4. Vendor Information:

eVA Vendor ID or DUNS Number: \_\_\_\_\_

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

B. Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

C. Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

D. Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

I certify the accuracy of this information.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

## **ATTACHMENT B**

### **Small Business Subcontracting Plan**

#### **Definitions**

**Small Business:** "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

**Women-Owned Business:** Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

**Minority-Owned Business:** Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

**All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) by the due date of the solicitation to participate in the SWAM program. Certification applications are available through DMBE online at [www.dmbv.virginia.gov](http://www.dmbv.virginia.gov) (Customer Service).**

**Offeror Name:** \_\_\_\_\_

**Preparer Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

#### **Instructions**

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
- B. If you are not a DMBE-certified small business, complete Section B of this form. For the proposal to be considered and the offeror to be declared responsive, the offeror shall identify the portions of the contract that will be subcontracted to DMBE-certified small business in Section B.

#### **Section A**

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a (**check only one below**):

\_\_\_\_\_ Small Business

\_\_\_\_\_ Small and Women-owned Business

\_\_\_\_\_ Small and Minority-owned Business

Certification number: \_\_\_\_\_ Certification Date: \_\_\_\_\_

**Section B**

Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall not exclude DMBE-certified women-owned and minority-owned businesses that have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

**B. Plans for Utilization of DMBE-Certified Small Businesses for this Procurement**

<b>Small Business Name &amp; Address</b>  <b>DMBE Certificate #</b>	<b>Status if Small Business is also: Women (W), Minority (M)</b>	<b>Contact Person, Telephone &amp; Email</b>	<b>Type of Goods and/or Services</b>	<b>Planned Involvement During Initial Period of the Contract</b>	<b>Planned Contract Dollars During Initial Period of the Contract</b>
<b>Totals \$</b>					

## ATTACHMENT C

### STATE CORPORATION COMMISSION FORM

**Virginia State Corporation Commission (SCC) registration information. The offeror:**

- ☐ is a corporation or other business entity with the following SCC identification number: \_\_\_\_\_ **-OR-**
- ☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**
- ☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location) **-OR-**
- ☐ is an out-of-state business entity that is including with this offer an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

**\*\*NOTE\*\*** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for offers (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐